

**RECEIVED**FEB 19 2014  
U. S. District Court  
EASTERN DISTRICT OF MISSOURI

Motion pleading for Case to be  
reopened No Settlement reached.  
We never received a settlement  
or reached an agreement.

Honorable Judge Autrey;

Please allow me to give you details of what transpired in the mediation meeting with Michele, Lonnie, Dale, Larry, Earl and myself. The meeting was very relaxed, no screaming, pretty calm everyone was allowed to speak. I started off as I said in the 1<sup>st</sup> letter asking for what I wanted and gave reasons to substantiate my claims. I told Dale and Larry I would be willing to take my case to trial because since I filed my case in 2012 Boa had settle suits so far in the amount of \$85 billion. I told them I had 3 settlements that just settled last year that proved Countrywide and Boa knew they were selling defaulting mortgages to investors as AAA. I told them my mortgage was directly tied into those RMBS sold in 2007 & 2008 that Countrywide and Boa knew were going to default, I told them I knew this was a servicing problem and that Countrywide serviced our loan, I told them I had evidence (Ebb A) that showed Boa didn't own my house because the note wasn't properly signed over to BofA. I told them BofA was sending Earl threaten letters when they didn't have proper ownership of our house. I told them how MERS was forced to admit after settling several suits that they didn't have any authority to foreclose on my house. Dale really acted as if he was working for BofA at times because he agreed with Larry on everything I said, Larry said most of my evidence wouldn't be admissible in Federal Court and Dale agreed. Larry went over the first time and came back and said BofA offer is \$2,500 and your house. I said that's an insult. Dale said they are giving you your house. Ok I already told you that. Dale showed Larry a picture of our note where fraud was involved he showed Larry a picture of a valid note then showed him how ours had been manipulated. Dale and Larry kept reinforcing the offer of giving us our house, Dale calculated the value of the deal, both of them said this was the best deal they had heard of, and that I shouldn't pass on it. I was keeping my house after defaulting on the mortgage. They pointed out that if I went to trail the jury selection would come from all over Mo. Like out in the rural areas were jurors that have been paying their mortgages wouldn't be able to sympathize with our situation and that the jury pool consisted of 6 not 12 like in a regular trail. They said I could walk away with nothing and this was the best deal. Larry said they are giving you the deal from the DOJ settlement you guys just have to make the 3 trail payments then the house is yours. I said I need to know how much the payments will be and I wanted the promise of my house in writing. I asked for at least \$50,000 for mental anguish and Larry said I be back he came back and said they will have to check on the payments they didn't know, that's why Michele put the 14<sup>th</sup> on the agreement because she said they would let us know in a couple of days, That was on the 11<sup>th</sup> of Feb. Dale said look guys go ahead and sign the agreement they will let you know the terms and have your request in writing in a couple of days. Dale said if you guys agree with the terms we will file the dismissal without prejudice and BofA will give you \$10,000 and if they don't follow through I will immediately kick the suit back to the state. I told Dale I wasn't dismissing anything until I had what was said in writing and he said OK. We started at 10:00 and the meeting ended at around 3:00. Michelle brought papers in for us to sign. The agreement say the Williams will file by the 14<sup>th</sup>, not Michele Gardner will file on the 11<sup>th</sup> upon getting the Williams

signature. We were supposed to be in control of filing the dismissal not Michele Gardner. Michele went to her office and filed the dismissal immediately after we left and she had no right to do that. I told them when I was signing "not to turn this dismissal in until we have the term and agree on the terms, I make that very clear. You have to clearly see their motives behind what happened. Michele knew that I wanted what was said in the meeting in writing and she intentionally left off the 30 days, that was a direct attempt to deceive us and I believe Dale was in on it because when I called him and ask him why he let Michele turn in the dismissal without giving us the terms, he said "it says BY the 14<sup>th</sup> giving them an advantage over us and knew that. Dale said he and Michele went to school together and they probably got together and tried to figure out a way to get us to dismiss our case. I want the mediator investigated because somebody committed fraud. When I called Michele on the morning of Feb 13<sup>th</sup> at 9:00a.m. I asked her if she had the terms because Earl was coming to turn in the massive amount of paperwork they gave him to complete in 2 days, Michele said no it's going to take 30 days for an answer, I said well don't turn in that dismissal until I agree with the terms, I asked her why she didn't say that in the meeting, she said the bank said 30 days, I told her not to turn in the dismissal and she said I already turned it in, I asked her why she turned the dismissal in without our consent and she said she was saving us a trip to the courthouse, I didn't ask her to save us a trip and that wasn't her intention, her intention was to have our case dismissed as quickly as possible. I save our conversation on my phone at work if I need to prove what she said. I called Dale and went completely off; I told him I was refilling my case. Oh, and after speaking to Michele about what Dale and Larry told us about the house she said "I told them you would have kept your house if you would have agreed to the DOJ settlement back in 2012. I said no that's not what we were told, Michele said let me call Larry and I will call you back I didn't hear back from Michele that afternoon. Upon my return to work on Fri. morning Feb. 14<sup>th</sup> 2014 I notice a message left on my voicemail I checked the message and it was from Michele she left a message at 6:37pm on Thurs. evening Feb. 13<sup>th</sup> stating that she talked with Larry and that Larry said we just went over figures, WHAT, I realized then that Michele and Dale and possibly Larry had conspired to deceive us into signing the dismissal and I was very upset to the point of crying and having to leave work for the day. I called Michele immediately after hearing her message and she answered right away usually her voice mail comes on it's as if she was waiting on my call, I said Michele are you telling me Larry and Dale are denying what I said was told to me in the meeting, she said yes. I said I'm writing Judge Autrey and asking for my case to be reopened and I'm going to tell him what you guys did, the first thing out of Michele's mouth was "he's not going to believe you he's friends with Larry, I hung up the phone in shock left work and type up the letter and delivered to letter to court, begging for a cancelation of the dismissal. I also told her I was filing a complaint with the Mo. Bar against her and Dale. Judge Autrey I believe Michele wants you off the case the various reasons. If I have to start over that's not a problem but I would like for you to remain on my case because you are most familiar with everything thus far. I really would like to continue as I have additional documents I would like to introduce. I know attorneys have to follow a certain coed of ethics and this medication was unethical as I would have preferred to deliver the dismissal myself or a least gave permission for Michele to file it, I understand that she didn't have to dire to deliver the dismissal she went back to her compute and filed the dismissal electronically. Michele and Dale knew my intent wasn't to drop my case before knowing exactly what the terms would was. I'm requesting another medication at the court house, Earl ask why we had to go to Bryan Cave's office, he wanted to come to the court house,

What was BofA VP there for I believe he had the authority to make some kind of decision? I'm requesting another meeting or an investigation of the meeting. Someone is covering up and we were manipulated into signing my case away. Question-Why would I voluntarily agreed to dismiss my case in 2 days without any type of security. After dismissing our case BofA had no legal obligation to fulfill any agreement. Michele had the agreement typed to the bank's advantage by giving specific date for my dismissal (to the bank's advantage and to my disadvantage) and left BofA's end of the deal open (that was intentional) she should have put it in writing that we would have to wait 30 days and we wouldn't have signed anything. Michele knew we wouldn't have signed the agreement and she ignored that critical condition and took it upon herself to file the dismissal without proper consent from us. When I told Michele she was wrong for filing the dismissal without our consent she said "you signed it". It's clear we signed the documents but what Michele failed to realize is #1 says by the 14<sup>th</sup> the Williams will file, meaning we had to file or at least be aware of the filing, just because we signed the dismissal didn't give Michele the right to file it without our consent. Upon receipt and agreement of the terms the decision to dismiss would have been granted or denied and I didn't have that right. Michele took it upon herself to determine when the dismissal should be filed. Michele deceived us into signing away my case with an intentional structure of arranging the wording to make us comfortable in signing, and then used our signatures against us, that was a total misuse of the justice system and Michele and Dale should be held accountable. If I signed those documents on the 11<sup>th</sup> and Michele would have called on the 12<sup>th</sup> and said it's going to take 30 days for an answer I would have said do not turn in the dismissal, she gave herself a 3 days window, then took complete advantage of our signatures 1 hours after we left Bryan Cave's office. She knew damn well wouldn't have signed that dismissal without a definitive answer from scheming BofA. Dale Wiley is a complete fraud, I signed a contingency with Bauer Box & etc and never heard anything from him or them until Bryan Cave sent those mediation papers I told him I wanted that contract with Bauer cancelled before we starting the mediation to proceed with him alone, I thought he would have typed up another contract with just himself but he never did, he acted like he wasn't concerned about getting paid. I believe my case held some important evidence and Michele was determined to get my case closed. Michele purposely had us sing the agreement to gain our signatures for the dismissal, she know we were comfortable with the wording stating we would file. Michele had no intentions of fulfilling the agreement that's why she filed the dismissal because after the case was dismissed the bank didn't have to do anything. BofA VP, Lonnie gave Earl about 60 pages to complete in 2 days. BofA was going the let us go through the 30 days process and if we were just plain ordinary people applying for a modification but were we had an active lawsuit, which was going to force them to comply with certain terms. BofA failed to fulfill their part of the agreement and therefore the filing was filed under false pretext. Michele should have told us right then that she was going back to her desk to file and I wouldn't be typing this letter because there would be no signatures signed by Earl and Carol Williams. I wanted the dismissal VOIDED as it was filed illegally. Larry had something under his jacket, not sure what it was, but there was a bulged in his jacket. Dale stood there while we were signing and said she spelled out the terms pretty good knowing they left off critical information that should have be given to us. We didn't copies of the agreement when we left I called Michele the next day Feb. 12<sup>th</sup> and asked for a copy, Earl went to Bryan Cave the morning of Feb. 12<sup>th</sup> and obtained a copy from Michele, she could have told him then that she filed the dismissal but she didn't. Dale started rushing us toward the end of the meeting stating he had another appointment Michele is an attorney

and she knew she didn't have a legal right to file papers without our consent. She should have included that in paragraph #1 if that was her intention. Nowhere in the agreement does it say Michele Gardner will file the dismissal for the Williams, therefore it should be VOIDED.

Sincerely

  
Carol and Earl Williams

Certificate of Service

I hereby certify that a copy of the foregoing was mailed

to Bank of America at 211 North Broadway Ste 3600  
(Opposing Party or Counsel) St. Louis, MO. 63102

\_\_\_\_\_  
(Address)

on 2-18, 2014  
(Date)

Carl Wilkin  
(Your Signature)